

Recorded: 2/23/2026 at 1:52:56.0 PM  
County Recording Fee: \$37.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$40.00  
Revenue Tax: \$0.00  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2026 PG: 419

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Prepared by/Return to: Fehr Graham, 221 E MAIN ST, SUITE 301, MANCHESTER, IA 52057 - Ph. 563.927.2060

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**PERMANENT SIDEWALK AND UTILITY EASEMENT  
PUBLIC SIDEWALK AND UTILITY ACCESS EASEMENT**

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the lump sum of Five Hundred Seventy Dollars (\$570) paid in four sums of One Hundred Forty-Two Dollars and Fifty Cents (\$142.50) and other good and valuable consideration paid individually to Lindsay Darling, Gloria Kluesner, Dianne Williams, and Cathy Westhoff hereinafter referred to as Grantor, by City of Manchester hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement - said easement being a 2-foot wide sidewalk and public utility easement. The Grantee shall have the right to construct, operate, inspect, repair, maintain, and replace sidewalk over, across, and through the land of the Grantor, and franchise utilities shall have the right to bore utilities under the sidewalk as approved by the Grantee, situated in the City of Manchester, Delaware County, Iowa, said land being as follows:

In a Part of Anderson Park, a Condominium, of Lot 4 of the Subdivision of the SE 1/4 of the SW 1/4 of Section 28-T89N-R5W, in Delaware County, Iowa.

And said easement being as follows:

See "Exhibit A".

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall not erect any landscaping or structure over or within the Easement Area without obtaining the prior written approval of the Grantee.
2. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
3. **RIGHT OF ACCESS.** The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area. Further, the general public will be able to use the sidewalk as any other public sidewalk in the City.
4. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
5. **APPROVAL BY THE GRANTEE.** This Easement shall not be binding until it has received the final approval and acceptance by the Grantee.
6. **DUTY OF THE GRANTEE.** Grantee's use of the subject property shall be subject to a duty to return the property to a condition reasonably similar to its condition prior to use by the Grantee.

Grantor does HEREBY COVENANT with the Grantee that Grantor holds said real estate described in this Easement by title in fee simple; that grantor has good and lawful authority to convey the same; and said Grantor covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

An additional Temporary Construction Easement, as shown on the attached easement Exhibit, is granted during the construction period of the improvements to allow the Grantee's contractor adequate space to complete the proposed improvements and allow room for staging equipment and materials as needed. This area is to be regraded and reseeded by the Grantee's contractor at the end of the construction period.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this 8 day of September, 2025.

GRANTOR ACKNOWLEDGEMENT

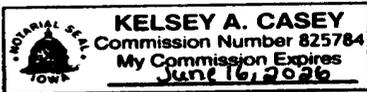
  
LINDSAY DARLING, GRANTOR

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa )  
 ) SS.  
County of Delaware )

On this 8 day of September, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lindsay Darling, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the instrument as her voluntary act and deed.

  
Notary Public in and for the State of Iowa











## EXHIBIT "A"

### A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT, IN A PART OF ANDERSON PARK, A CONDOMINIUM, OF LOT 4 OF THE SUBDIVISION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 28-T89N-R5W, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

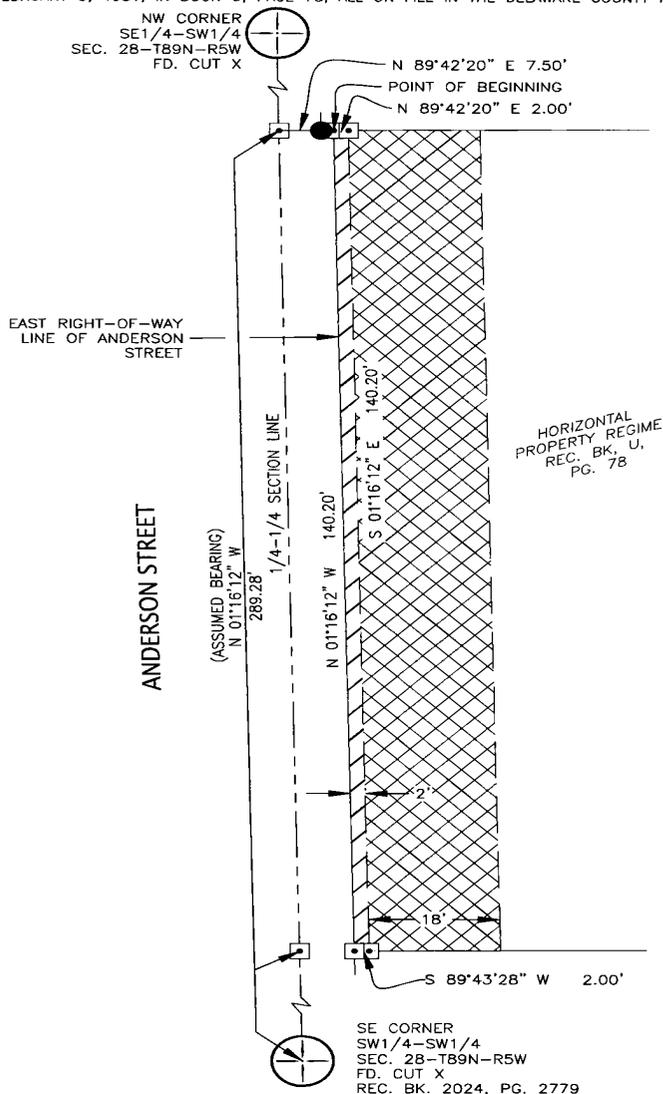
NOTE: THIS IS A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT FOR THE CITY OF MANCHESTER.

**EASEMENT DESCRIPTION:**

A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT, IN A PART OF ANDERSON PARK, A CONDOMINIUM, OF LOT 4 OF THE SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5TH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;  
 THENCE NORTH 01°16'12" WEST (ASSUMED BEARING), 289.28 FEET ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION TO THE NORTH LINE OF LOT 4;  
 THENCE NORTH 89°42'20" EAST, 7.50 FEET ALONG SAID NORTH LINE TO THE EAST RIGHT-OF-WAY LINE OF ANDERSON STREET;  
 THENCE CONTINUING NORTH 89°42'20" EAST, 2.00 FEET ALONG SAID NORTH LINE;  
 THENCE SOUTH 01°16'12" EAST, 140.20 FEET;  
 THENCE SOUTH 89°43'28" WEST, 2.00 FEET TO THE SAID EAST RIGHT-OF-WAY LINE;  
 THENCE NORTH 01°16'12" WEST 140.20 FEET ALONG THE SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING;  
 CONTAINING 280 SQUARE FEET, SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

REFERENCE IS HEREBY MADE TO A PLAT OF SURVEY MADE BY J. BAILEY, RECORDED JANUARY 4, 1875, IN BOOK A, PAGE 4; TO A SURVEY AND PLAT MADE BY J. DAVID GIBBS, RECORDED NOVEMBER 6, 1991, IN BOOK 6, PAGE 166; TO A HORIZONTAL PROPERTY REGIME FOR ANDERSON PARK, A CONDOMINIUM, RECORDED FEBRUARY 3, 1981, IN BOOK U, PAGE 78; ALL ON FILE IN THE DELAWARE COUNTY RECORDER'S OFFICE, MANCHESTER, IOWA.



**SURVEYOR:**  
FEHR GRAHAM  
221 E. MAIN STREET  
SUITE 301  
MANCHESTER IA, 52057

**PROPRIETOR/OWNER:**  
OWNER  
DARLING, LINDSAY  
111 ANDERSON ST  
MANCHESTER, IOWA 52057

**REQUESTED BY:**  
CITY OF MANCHESTER  
208 E. MAIN ST  
MANCHESTER IA, 52057

**OWNER:**  
KLUESNER, GLORIA  
109 ANDERSON ST  
MANCHESTER, IOWA 52057

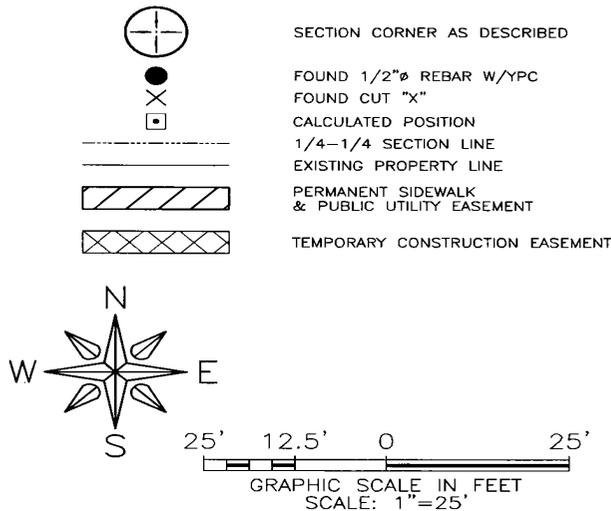
**PERMANENT EASEMENT:**  
280 SQ. FT.

**OWNER:**  
WILLIAMS, DIANNE  
107 ANDERSON ST  
MANCHESTER, IOWA 52057

**TEMPORARY EASEMENT**  
2524 SQ. FT.

**OWNER:**  
WESTHOFF, CATHY  
105 ANDERSON ST  
MANCHESTER, IOWA 52057

**LEGEND**



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Adam J. Recker*  
08/19/2025  
Date

Adam J. Recker, P.L.S.  
License Number: 24627  
My license renewal date is December 31, 2025.  
Sheets covered by this seal: THIS SHEET ONLY

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL  
© 2025 FEHR GRAHAM

ILLINOIS  
IOWA  
WISCONSIN

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	JOB NUMBER: 25-546
	SHEET NUMBER: 1 of 1